IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CHAMBER SUMMONS NO.1470 OF 2005
IN
SUMMARY SUIT NO.690 OF 2001

Ramanlal Chimanlal & Co. Plaintiffs
versus
M/s.Ketan Trading Co. Defendants
and
Mis.Priti S. Shah Applicants

WITH
CHAMBER SUMMONS NO.1475 OF 2005
IN
SUMMARY SUIT NO.690 OF 2001

Ramanlal Chimanlal & Co. Plaintiffs
versus
M/s.Ketan Trading Co. Defendants
and
Mrs.Hiralaxmi M. Shah Applicants

Ms.S.I.Shah i/by S.I.Shah & Co. for plaintiffs.

Ms.Kavita Shah i/by Arvind G. Shah for defendants

CORAM : S.C.DHARMADHIKARI, J.

DATE : 18th August 2006

PC :

1. There are two Chamber Summonses. One is for raising attachment in respect of movables and other is in respect of immovable property. Both

are taken out at the instance of the applicant, who claims independent right, title and interest therein.

2. However, considering the fact that the applicants are the mother and daughter of the owner of the sole proprietorship firm, the parties (judgement debtor) have amicably resolved the matter and the applicant has taken over the responsibility of paying the sums mentioned in the consent terms within a period of three weeks from today. The terms provide that upon payment the decree shall be marked satisfied and the execution application would stand disposed of. Thereupon, the attachment would stand raised in respect of both, movable and immovable properties.

3. Consent terms are signed by the plaintiffs/decree holders so also the applicants and their advocates. The judgement debtor is present in the Court and has understood the effect that if payment is not made by the applicant, then remedies of the decree holders in execution would remain unaffected.

4. Consent terms taken on record and marked "X"

for identification. Order in terms of consent terms. This order shall dispose of the Execution Application No.43 of 2006 in Summary Suit No.3018 of 2001 and Summary Suit No.3018 of 2001 itself.

(S.C.DHARMADHIKARI, J.)